


SO ORDERED




THOMAS J. CATLIOTA
U.S. BANKRUPTCY JUDGE

**THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)**

In re: ESSEX CONSTRUCTION, LLC, Debtor.	Case No. 16-24661-TJC (Chapter 11)
BRADFORD F. ENGLANDER, Chapter 11 Trustee, Plaintiff, v. THE WHITING-TURNER CONTRACTING COMPANY, Defendant.	Adversary No. 18-00394-TJC

ORDER APPROVING SETTLEMENT AGREEMENT

Upon consideration of the *Motion for Order Approving Settlement Between the Trustee and The Whiting-Turner Contracting Company* filed on January 4, 2019 [clerk's docket no. ____]
(the "Motion"), by Bradford F. Englander (the "Trustee"), the chapter 11 trustee for Essex

Construction, LLC (the “Debtor”), seeking the approval of a settlement agreement (the “Settlement Agreement”) between the Trustee and The-Whiting-Turner Contracting Company; and the Court having considered any timely filed responses and objections and any arguments, and any testimony before the Court at any hearing held on the Motion (the “Hearing”); and any responses and objections to the Motion having been withdrawn, overruled on the merits, or otherwise resolved; and after due deliberation and sufficient cause appearing, it is hereby,

FOUND AND DETERMINED THAT:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
2. The Court has the authority to grant the relief requested in the Motion pursuant to Bankruptcy Rule 9019(a) and section 105(a) of the Bankruptcy Code.
3. The Trustee has provided notice of the Motion, the Hearing and the subject matter of the Settlement Agreement, as defined in the Motion, to all required parties, including parties in interest pursuant to Bankruptcy Rules 2002 and 6004. Such notice is adequate under the circumstances and in light of the relief requested and no other or further notice is required.
4. The relief requested is in the best interests of the Debtor, its estate and creditors, and represents the exercise of the sound business judgment of the Trustee.
5. The compromise and settlement is the product of arm’s-length, good faith negotiations by and among the parties and is not the product of fraud or collusion. The Settlement Agreement meets the standard for approval of settlements in this Court.
6. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein and the approval of the Settlement Agreement as set forth in the Motion.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- A. The Motion is granted.
- B. For the reasons set forth herein and on the record at the Hearing, if any, all objections to the Motion and the relief requested that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.
- C. The Settlement Agreement is approved and shall be binding.
- D. The parties to the settlement are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
- E. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062 and 9014 or otherwise, the terms and conditions of this Order shall be effective immediately.
- F. This Court shall retain jurisdiction to interpret, implement and enforce the provisions of this Order and the settlement.

END OF ORDER

Parties to Receive Copies:

By U.S. Mail:

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